

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Barry L. Reed et al.

Title: DERMAL PENETRATION
ENHancers AND DRUG
DELIVERY SYSTEMS INVOLVING
SAME

Appl. No.: 09/910,780

Filing Date: 7/24/2001

Examiner: K. M. George

Art Unit: 1616

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TECH CENTER 1600

TERMINAL DISCLAIMER

Commissioner for Patents
PO Box 1450
Alexandria, Virginia 22313-1450

Sir:

Your Petitioner, Monash University, having its principal place of business at Wellington Road, Clayton, Victoria 3168, hereinafter represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application Serial No. 09/910,780, filed 7/24/2001, which is a divisional of U.S. Patent Application No. 09/125,436, filed 12/18/1998, by virtue of an Assignment filed and recorded on 12/18/1998, on Reel/Frame 9750/0764, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A. Further, your Petitioner represents that it is the owner of U.S. Patent No. 6,299,900, which issued from U.S. Patent Application No. 09/125,436, filed 12/18/1998, by virtue of the same Assignment.

12/12/2003 GWDR001 00000067 09910780

02 FC:1814

110.00 DP

Your Petitioner, Monash University, hereby disclaims the terminal part of the term of any patent granted on the above identified patent application which would extend beyond the full statutory term, as shortened by any terminal disclaimer, of U.S. Patent 6,299,900, and hereby agrees that any patent so granted on the above identified patent application shall be enforceable only for and during such period that the legal title to U.S. Patent 6,299,900 shall be the same as the legal title to any patent granted on the above identified patent application, this agreement to run with any patent granted on the above identified patent application and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on the above identified patent application, prior to the full statutory term of U.S. Patent 6,299,900 as defined in 35 U.S.C. §§154-156 and 173, in the event that U.S. Patent 6,299,900 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of U.S. Patent 6,299,900 as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on the above identified patent application that would extend beyond the present termination of U.S. Patent 6,299,900, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on the above identified patent application to the extent provided by law.

The undersigned, being the Attorney of Record for the above identified patent application, and duly authorized to act on behalf of Petitioner, certifies that he has reviewed

the Assignment attached as APPENDIX A, and to the best of his knowledge and belief, legal title to the above identified patent application and U.S. Patent 6,299,900 rests with Petitioner, Monash University. The undersigned declares that all statements made herein of their own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

By S. A. Bent

Date 11 December 2003

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Attorney for Applicant
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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
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MAY 07, 1999

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/18/1998

REEL/FRAME: 9750/0764
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
REED, BARRY LEONARD

DOC DATE: 07/22/1998

ASSIGNOR:
MORGAN, TIMOTHY MATTHIAS

DOC DATE: 07/22/1998

ASSIGNOR:
FINNIN, BARRIE CHARLES

DOC DATE: 07/22/1998

ASSIGNEE:
MONASH UNIVERSITY
WELLINGTON ROAD, CLAYTON
VICTORIA, AUSTRALIA 3168

SERIAL NUMBER: 09125436
PATENT NUMBER:

FILING DATE: 12/18/1998
ISSUE DATE:

Returned to client 6/4/99

ALLYSON PURNELL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

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12-18-98

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

09/125436

T the H n rabl C mmissi n r f Patents and Tra

1. Name of conveying party(ies):

Barrie Leonard REED, Timothy Matthias MORGAN, and
Barrie Charles FINNIN

DEC 11 2003

Additional name(s) of conveying party(ies) attached? No

B. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: July 22, 1998

2. Name and address of receiving party(ies):

Name: MONASH UNIVERSITY

Internal Address:

Street Address: Wellington Road, Clayton,

City: Victoria, State: Australia ZIP: 3168

Additional name(s) & address(es) attached? No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/125,436

B. Patent No.(s)

Additional numbers attached? No

5. Name and address of party to whom correspondence concerning document should be mailed:

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41). \$40.00

 Enclosed Authorized to be charged to deposit account

8. Deposit account number: 19-0741

(Attach duplicate copy of this page if paying by deposit account)

2/28/1998 P VOLPE 00000125 09125436

2 FC:581

40.00 DP

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stephen A. Bent
Name of Person Signing

Signature

December 18, 1998
Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

ASSIGNMENT

For good and valuable consideration, the receipt and delivery of which are hereby acknowledged, each undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto

name and
address of
assignee

MONASH UNIVERSITY, of Wellington Road, Clayton, Victoria, 3168, Australia

(hereinafter ASSIGNEE) all right, title and interest for the United States, its territories and possessions in and to his invention relating to

title of
invention

"Dermal penetration enhancers and drug delivery systems involving same"

as set forth in his United States Patent Application

check one

executed concurrently herewith

executed on _____

Serial No. PCT/AU97/00091

Filed February 19, 1997

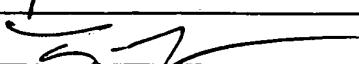
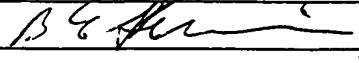
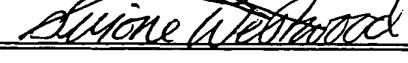
in and to said United States Patent Application including any and all divisions or continuations thereof and in and to any and all Letters Patent of the United States which may issue on any such application or for said invention, including any and all reissues or extensions thereof, to be held and enjoyed by said ASSIGNEE, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made;

Each of the undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all such Letters Patent to said ASSIGNEE, its successors or assigns in accordance herewith;

Each of the undersigned warrants and covenants that he has the full and unencumbered right to sell and assign the interests herein sold and assigned and that he has not executed and will not execute any document or instrument in conflict herewith;

Each of the undersigned further covenants and agrees he will communicate to said ASSIGNEE, its successors, legal representatives or assigns all information known to him relating to said invention or patent application and that he will execute and deliver any papers, make all rightful oaths, testify in any legal proceedings and perform all other lawful acts deemed necessary or desirable by said ASSIGNEE, its successors, legal representatives or assigns to perfect title to said invention, to said application including divisions and continuations thereof and to any and all Letters Patent which may be granted therefor or thereon, including reissues or extensions, in said ASSIGNEE, its successors, or assigns or to assist said ASSIGNEE, its successors, legal representatives or assigns in obtaining, reissuing or enforcing Letters Patent of the United States for said invention;

Each of the undersigned hereby grants the firm of FOLEY & LARDNER the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

NAMES AND SIGNATURES OF INVENTORS		
Name: Barry Leonard REED	Signature: 	Date: <u>22/7/98</u>
Name: Timothy Matthias MORGAN	Signature: 	Date: <u>22/7/98</u>
Name: Barrie Charles FINNIN	Signature: 	Date: <u>22/7/98</u>
Name: _____	Signature: _____	Date: _____
NAMES AND SIGNATURES OF WITNESSES		
Name: ELIZABETH WHITE	Signature: 	Date: <u>22/7/98</u>
Name: Simone Westwood	Signature: 	Date: <u>22/7/98</u>

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